

REMARKS

Claims 1 - 18 are pending in the present application. Claims 1-17 were present in the application as originally filed, and have been amended according to the marked up amendments above. Claim 18 is new. In the subject office action, claims 1-17 were rejected under 35 USC §102(e) as being unpatentable over U.S. Published Application 2005/0216421 (hereinafter “Barry”). However, for the reasons set forth below, applicants assert that Barry does not teach the limitations recited in the pending claims. Accordingly, the applicants request that the rejections of claims 1-17 be withdrawn and that those claims be allowed. Further, by virtue of the novel and unobvious limitations recited in claim 18, that claim should also be allowed.

Claim 1

Regarding claim 1, applicants submit that Barry does not teach or suggest the step of configuring a handler to monitor a web service network communication between a service requestor and a service provider for predefined elements in a descriptor file, as is recited in clause 2 of claim 1. Barry, as described in the abstract of that application, “enables access to legacy management tools used by a telecommunications enterprise in the management of the enterprise business to the enterprise customer.” Barry enables this access by teaching a web based customer interface (*see* Barry, ¶ 22). Barry does not teach a descriptor file, or the configuration of a handler which monitors communications, or that the monitoring might be for elements in the descriptor file. A discussion of the cited sections of Barry, and an explanation of why they do not teach or suggest the limitations recited in the second clause of claim 1 is set forth below.

The first two passages of Barry which were cited against claim 1, paragraphs 23 and 42, simply list services (Barry, ¶ 23) and the components which make them available (Barry, ¶ 42). The most relevance they have to the limitations of the second clause of claim 1 is that they recite allowing the user to monitor data regarding their network, such as call detail statistics as described in paragraph 23 of Barry. However, this is very different from what is recited in claim 1, which is that a handler monitors service network communications for defined elements in a descriptor file. Handler monitoring is not the same as user monitoring because a handler, as described in paragraphs 123-129 of the application as originally filed, is an automated tool, while a user is a person. Also, monitoring for particular predefined elements in a descriptor file is

different from monitoring generalized call detail statistics because monitoring for particular elements allows those particular elements to be treated differently. For example, such monitoring allows differential treatment of metered and bill authorized services, as described in paragraphs 129-130 of the application as originally filed. Similarly, monitoring based on a descriptor file allows a handler to be configured such that only certain elements of a network communication are copied into a usage record and/or billing authorization request, as described in paragraph 81 of the application as originally filed. Accordingly, the first two cited passages of Barry, paragraphs 23 and 42, do not teach or suggest the limitations recited in clause 2 of claim 1.

Turning now to the third passage of Barry cited against claim 1, paragraphs 273-277, those paragraphs teach the use of a StarODS (“Operational Data Store”) for maintaining data and reporting to a customer. The operational data store receives data from a harvesting component (§ 277) which is sent that data on a daily and monthly basis for processing (§ 275). By contrast, the handler recited in claim 1 *monitors* web service network communications, which even under the broadest reasonable interpretation rule, is different from being sent records on a daily or monthly basis. This difference can be understood by considering that monitoring requires that communications be observed while or before they happen, while being sent records of communications (even on a daily basis) only allows the user to see the communications which are already completed. Further, the handler recited in claim 1 not only monitors web service network communications, it also monitors them for elements in a descriptor file, as set forth previously, this allows for activities such as handler configuration for differential treatment of communications which are not taught or suggested in Barry. No descriptor file, let alone one used for monitoring, is taught or suggested in paragraphs 273-277 of Barry. Accordingly, like paragraphs 23 and 42, paragraphs 273-277 of Barry do not teach the limitations of clause 2 of claim 1.

Turning now to the fourth passage of Barry cited against claim 1, paragraphs 302-304, those paragraphs describe a Traffic View System (“TVS”) and how it obtains its data. As those paragraphs show, the process starts with an adjunct processor or storage and verification element which “receives all the call records from the switch as soon as possible *after a call disconnects.*” § 303 (emphasis added). From there, the records are sent to a network information concentrator (NIC) which groups records together. *Id.* After being grouped, the data is sent to a Generalized Statistics Engine (GSE) which formats and processes the data into translated call records (§ 304)

which are finally sent to the TVS (§ 305). Again, this is very different from the limitations of the second clause of claim 1, both because the second clause of claim 1 recites monitoring web service network communications, and because the second clause of claim 1 recites that the monitoring is for elements in a descriptor file. As with the sections of Barry described above, no descriptor file is taught or suggested in paragraphs 302-304. Accordingly, those paragraphs cannot teach or suggest the limitations of clause 2 of claim 1.

Turning now to the final passage of Barry cited against claim 1, paragraphs 316-324, those paragraphs, like paragraphs 302-304, address the TVS (*see, e.g.*, § 316 (describing how the TVS receives a request to begin collecting call detail records); § 320 (describing statistics gathering by the TVS)). As set forth previously, neither the TVS, nor the techniques used to obtain data for the TVS teaches or suggests the limitations of clause 2 of claim 1. Therefore, because none of the passages cited in the office action teach or suggest the limitations of the second clause of claim 1, the rejection of claim 1 should be withdrawn, and that claim should be allowed.

Claims 2-15

The applicants note that each of claims 2-15 depend, either directly or indirectly, from claim 1, and therefore incorporate each limitation recited in that claim. Accordingly, because of their relationship with claim 1, and in light of the remarks set forth above, the rejections of claims 2-15 as being anticipated by Barry should be withdrawn, and those claims should be allowed in their present form.

Also, applicants note that claims 2-15 recite additional limitations which provide further reasons why those claims should be allowed regardless of their relationship with claim 1. For example, nowhere does Barry teach or suggest the matching of event records to obtain start and end time for a single event, then calculating a bill for that event and sending it back to a service provider, as is recited in claim 5. Similarly, nowhere in Barry is there any teaching or suggestion of performing a test for solvency of a customer to determine if a customer can purchase a web service, as is recited in claim 9. There is also no teaching or suggestion anywhere in Barry that the monitored web service network communication might comprise a SOAP message stream, as is recited in claim 12 (and, by reference, its dependent claims 13-15). It should be understood that the listing above of limitations clearly not taught or suggested in Barry is not intended to be

an exhaustive list of differences between Barry and the pending claims, and that it is intended only to show that, even if claim 1 were anticipated by Barry, that reference does not teach each limitation from dependent claims 2-15.

Claim 16

The applicants note that the second clause of claim 16 recites monitoring “a web service network communication for said pre-defined element(s),” limitations which are very similar to those discussed above with respect to claim 1. Applicants further note that the same sections of Barry cited as teaching the limitations of claim 1 were cited as teaching the limitations of claim 16. Accordingly, for the same reasons given above with respect to claim 1, the rejection of claim 16 should be withdrawn, and that claim should be allowed.

Claim 17

Applicants note that the sixth clause of claim 17 has been amended to recite “said handler is configured to monitor a web service network communication, between a service requestor and a service provider, and to intercept said communication if said communication corresponds to ~~for~~ said at least one pre-defined element in said descriptor file”. Applicants further note that the same sections of Barry cited against claim 1 were also cited against claim 17. Therefore, even if claim 17 had not been amended, Barry would not have taught or suggested the limitations of the sixth clause of that claim because, as set forth with regard to claim 1, Barry does not teach or suggest a handler which monitors a web service network communication for at least one predefined element in a descriptor file. However, in the hope of reaching an agreement with the Examiner, the applicants have amended claim 17 to recite that the handler is configured not only to monitor a web service network communication, but also to intercept such a communication if it corresponds to a predefined element in a descriptor file. The applicants submit that, even if the Examiner does not find the arguments presented with respect to claim 1 to be persuasive, claim 17 should still be allowed because the limitations added in the present amendment are not taught or suggested in Barry. Indeed, applicants note that the only discussion of interception of communications which occurs anywhere in Barry is ¶ 739 of that application, which teaches the use of encryption in order to *prevent* messages from being understood if intercepted by a third party. Thus, Barry not only does not teach use of a handler configured to intercept

communications, it actually teaches a system which is *inconsistent* with such a handler, by teaching that encryption should be used to frustrate attempts to intercept and understand communications. Accordingly, the rejection of claim 17 should be withdrawn, and that claim should be allowed in its present form.

Claim 18

Applicants note that claim 18 depends from claim 17, and therefore incorporates each novel limitation of that claim by reference. Additionally, claim 18 recites limitations which are similar to those mentioned above with respect to claims 9 and 12 which are not taught or suggested in Barry. Accordingly, claim 18 should be allowed for at least the reasons given above regarding claims 9, 12 and 17. Applicants submit that no new matter has been introduced by the addition of claim 18 to the application, and that support for that claim can be found in at least paragraph 109, and claims 9, 12 and 17 of the application as filed.

General Remarks

Upon review the present claims, the applicants have made certain nonsubstantive clarifying amendments to claims 2-5, 8-11 and 13-15. The applicants submit that those amendments are made for the purpose of clarification only, and that no new matter is believed or intended to be introduced by those amendments. Support for these changes may be found in the specification as originally filed.

Applicants submit that the above discussion does not constitute an exhaustive list of the novel limitations found in the pending claims which are not taught or suggested in the art of record. To the extent that the applicants have not addressed certain aspects of the present rejection, please do not construe the same as an admission as to the merits of the rejections. Indeed, Applicants reserve all rights with respect to arguments not explicitly raised herein. Further, to the extent the Examiner believes that there are amendments which, if made, would allow one or more claims to issue, Applicants respectfully request that the Examiner suggest such amendments because, while the Examiner has the duty to only allow valid claims, “the examiner should never overlook the importance of his or her role in allowing claims which properly define the invention.” MPEP § 706.

Conclusion

In light of the arguments made herein, it is respectfully submitted that the claims of the present application meet the requirements of patentability under 35 U.S.C. § 102(e). Accordingly, reconsideration and allowance of these claims are earnestly solicited. Applicants encourage the Examiner to contact their representative, William Morriss at (513) 651-6915 or wmorriss@fbtlaw.com if any issues remain as to the patentability of one or more of the pending claims.

The Commissioner for Patents is hereby authorized to charge any deficiency or credit any overpayment of fees to Frost Brown Todd LLC Deposit Account No. 06-2226.

Respectfully submitted,

Robert Birch, et al.

By /William Morriss/

William Morriss

U.S. Patent & Trademark Office Registration No. 60,477

Attorney for Applicants

FROST BROWN TODD LLC

2200 PNC Center

201 East Fifth Street

Cincinnati, Ohio 45202

(513) 651-6915